

INVITATION FOR BID AND CONTRACT

PROTOTYPE TO CONTRACT WITH FOOD SERVICE MANAGEMENT COMPANIES FOR FOOD SERVICES

NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAMS

Indiana Department of Education
Division of School and Community
Nutrition Programs
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Indianapolis, Indiana 46204
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**INSTRUCTIONS FOR PREPARING
INVITATION FOR BID AND CONTRACT
FOR NATIONAL SCHOOL LUNCH AND BREAKFAST PROGRAMS**

Attached is the prototype Invitation for Bid and Contract for use by a school food authority (SFA) initiating a new contract with a food service management company to provide services for the National School Lunch and Breakfast Programs. The document clearly defines the costs and responsibilities of the food service management company and the SFA. The document will assist the SFA in obtaining competitive bids and awarding the contract to the most responsive and responsible bidder. SFAs receiving federal reimbursement must follow the required federal procurement procedures which are explained later in the document. **The procedures and use of this document are mandated by the Indiana Department of Education.**

The prototype specifies the meal fee structure as a maximum flat fee per meal, a management fee per reimbursable meal, and an annual fee to manage a la carte services. The maximum flat fee per meal includes the allowable direct costs of the preparation and service of the reimbursable meals and a la carte equivalents including food, labor, and other expenses. The management fee is for those costs associated with the services for reimbursable meals provided by the food service management company. In addition, there is an annual flat fee for the management of the a la carte program based on a specified minimum of a la carte revenue.

The food service management company must submit bids based on the revenue and meal participation data provided by the SFA on Schedule A. The bids must be evaluated on the total cost of the contract based on the annual number of reimbursable meals and a la carte equivalents listed in Schedule A plus fees.

To ensure compliance and continued funding, all school food authorities must submit the bid document to this office for review prior to seeking bids. The bid solicitation and contract must be the same document. The document will not be approved if it contains provisions that:

1. Allow for alternate bids which deviate from or modify the provisions of the bid solicitation.
2. Award the contract solely on the basis of contractor financial guarantee.
3. Do not clearly define the responsibilities of the SFA and the food service management company.
4. Require a bid bond greater than 5 percent of the total cost of the contract.
5. Require a performance bond greater than 20 percent of the total cost of the contract.
6. Fail to meet federal procurement procedures. (7 CFR parts 3016 & 3019)
7. Fail to meet the United States Department of Agriculture (USDA) regulations as stated in 7 CFR Part 220.
8. Fail to clearly define the objective criteria to evaluate the bids.
9. Allow for the purchase or lease of equipment without detailed specifications of each piece of equipment and terms for the specified lease or purchase.
10. Do not clearly state the types of meal services, number of meals or participation levels, student and adult milk and meal charges, and number of serving days.
11. Do not allow for the current market value of USDA commodities to be credited to the nonprofit food service program.

12. Prevent the determination of the total cost of the contract.
13. Restrict competition or prevent companies from bidding on the services.
14. Permit all receipts and expenses to accrue to the food service management company.
15. Permit cost-plus-a-percentage of cost or cost-plus-a percentage of income.
16. Allow for goods, services, or monies to be utilized other than in the nonprofit food service program.

In the Invitation To Bid and Contract, the SFA must specify the pass/fail criteria to determine whether or not the bid is responsive Prior to determining the low bid, SFAs may wish to give reasonable consideration to such matters as contractor integrity, past performance, financial and technical resources, and accessibility to other necessary resources. .

According to the procurement standards of Indiana all contracts involving an expenditure in excess of \$75,000 must be competitively bid.

An SFA not completing the required procurement procedures cannot be approved for participation in a reimbursement program.

After any contract is awarded, the SFA must provide the following information to the Division of School and Community Nutrition Programs a copy of the signed Invitation for Bid and Contract, newspaper advertisement and date of advertisement, bidders list, and copies of all bids received.

These requirements apply to all new contracts. Federal regulations allow contracts to be of no longer than one year with the option of yearly renewals not to exceed four additional years.

If you have any questions regarding the bidding process for a food service management company, please contact Frederick E. Powell, or Jill Haller at (800) 537-1142.

COMPETITIVE SEALED BIDDING PROCEDURES

The following bid requirements must be implemented to ensure compliance with state statutes and federal regulations.

1. The invitation for bids, including specifications and attachments, must define the items or services needed for the bidders to properly respond to the invitation.
2. All contracts in excess of \$10,000 must contain contractual provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
3. Bids must be solicited from an adequate number of known suppliers.
4. The proposed procurement must be publicly advertised in at least one public notice at least ten days before the bid date in a newspaper of general circulation.
5. All bidders must submit the *Bid Rigging Certification* and the *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower-Tier-Covered Transactions* forms.
6. Sealed bids are accepted, and the contract is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation to bid, is lowest in price.
7. The bids must be publicly opened and read aloud.
8. The contract must be awarded to the responsible bidder submitting the lowest bid responsive to the terms of the invitation to bid.
9. Any and all bids may be rejected when it is in the interest of the school food authority to do so.

INVITATION FOR BID AND CONTRACT NONPROFIT SCHOOL FOOD SERVICE

Scope

1. The food service provided shall be operated and maintained as a benefit to the school food authority's (SFA) students, faculty, and staff.
2. The food service shall be managed to promote maximum participation in the Child Nutrition Programs.
3. The food service management company (FSMC) shall have the exclusive right to manage the Child Nutrition Programs at the sites specified in Schedule A.
4. The FSMC shall provide the type of food service at sites as specified in Schedule A. By mutual agreement, sites may be added to or deleted from Schedule A.
5. The SFA reserves the right to maintain present food and beverage vending machines in its facilities.
6. The FSMC shall be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
7. The FSMC shall conduct the food service in such a manner as will ensure compliance with the rules and regulations of the Indiana Department of Education and the United States Department of Agriculture (USDA) regarding Child Nutrition Programs.
8. The SFA shall be legally and financially responsible for the conduct of the food service and shall supervise the food service in such manner as will ensure compliance with the rules and regulations of the Indiana Department of Education and the United States Department of Agriculture regarding Child Nutrition Programs.

Responsibilities of the School Food Authority

1. The SFA shall ensure the food service is in conformance with its *Permanent Agreement* and the *Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*.
2. The SFA shall retain control of the quality, extent, and general nature of its food service and the prices to be charged for meals, milk, a la carte items, adult meals, and vending machine items, as applicable.
3. The SFA shall monitor the food service through periodic on-site reviews to include the inspection of meals, food preparation, storage and service areas, sanitation practices, and procedures for accurately counting and claiming meals.
4. The SFA shall approve the menus and recipes for meals and other food to be served or sold to students to ensure compliance with the rules and regulations of the Indiana Department of Education and the United States Department of Agriculture.
5. The SFA shall approve all a la carte items and the prices charged for those items in advance of the sale by the FSMC.

6. The SFA shall retain signatory authority on the Indiana Department of Education *Annual School Application for Participation in Child Nutrition Programs, Policy Statement for Free Meals, Free Milk, and Reduced-Price Meals*, and the *Child Nutrition Program Monthly Claim for Reimbursement*. Maintain the responsibility of Direct Certification and Verification
7. The SFA shall ensure all federally donated food received by the SFA and made available to the FSMC shall accrue only to the full benefit of the SFA's nonprofit school food service and is utilized therein.
8. The SFA shall maintain applicable health certification and assure all state and local regulations are met by the FSMC preparing or serving meals at SFA facilities.
9. The SFA shall establish and maintain an advisory board composed of parents, teachers, and students to assist in menu planning.
10. The SFA shall distribute and collect the letter and household applications for free and reduced-price meals or milk and determine eligibility of students for meal benefits.
11. The SFA shall verify applications for free and reduced-price meals and conduct any appeals or hearings for determinations of eligibility.
12. The SFA shall inform FSMC of any adjustments to menus and monitor implementation of adjustments.
13. The SFA shall be responsible for resolution of program review and audit findings.

Responsibilities of the Food Service Management Company

1. The FSMC shall serve, on such days and at such times as requested by the SFA:
 - a) Breakfasts and lunches, priced as a unit, which meet the requirements prescribed by USDA.
 - b) Milk, served to all children pursuant to the Special Milk Program.
 - c) Other foods as may be agreed upon by the FSMC and SFA.
2. The FSMC shall serve free, reduced-price, and paid meals or free milk to those children designated by the SFA.
3. The FSMC shall implement the collection procedures as specified by the SFA and approved by the Indiana Department of Education
4. The FSMC shall implement the *Offer versus Serve* provision at the food service sites as specified by the SFA on Schedule A.
5. The FSMC shall adhere to the 21-day cycle menu and portion sizes as specified by the SFA on Schedule B for the first 21 days of meal service. Thereafter, changes in the menu may be made with prior approval of the SFA. The meals must meet the menu planning option chosen by the SFA on the *Annual School Application for Participation in Child Nutrition Programs, and Food Distribution Programs*. The menus must meet _____ menu planning option.
6. The FSMC shall participate in the parent, teacher, and student advisory board.

7. The FSMC shall cooperate with the SFA in promoting nutrition education and coordinating the SFA's food service with classroom instruction.
8. The FSMC shall use the SFA facilities for the preparation of food to be served as specified on Schedule A.
9. The FSMC is required to substitute food components of the meal pattern for students with disabilities in accordance with 7CFR 15b when the disability restricts their diet and is permitted to make substitutions for students without disabilities when they are unable to eat regular lunch because of a medical or special dietary need. Substitutions are made on a case-by-case basis and must be supported by a statement of the need for substitutes that includes recommended alternate foods, unless otherwise exempted by the Food and Nutrition Service, USDA. In the case of a student with disabilities, the statement must be signed by a medical doctor. For students without disabilities, the statement must be signed by a recognized medical authority.
10. The FSMC shall deposit daily all monies in the SFA account.
11. The FSMC shall comply with all local and state sanitation requirements.

U S D A Commodities

1. Any USDA-donated commodities offered to the SFA and made available to the FSMC shall be utilized solely for the purpose of providing benefits for the food service operation, and are not to be used for special functions conducted outside of the nonprofit school food service (in accordance with the Code of Federal Regulations part 250).
2. The FSMC shall accept and use USDA commodities in as large a quantity as may be efficiently utilized in the nonprofit food service subject to approval of the SFA.
3. The FSMC must subtract from the SFA's monthly bill the current market value of all the USDA-donated commodities used. The current market value of USDA-donated commodities is based on the prices as issued by Indiana Department of Education.
4. A year-end reconciliation shall be conducted by the SFA to ensure and verify the correct and proper credit has been received for the full value of all USDA-donated commodities used by the FSMC during the fiscal year. The SFA reserves the right to conduct commodity credit audits throughout the year to ensure compliance with federal regulations 7CFR 210 and 7CFR 250.
5. The FSMC must accept liability for any negligence on their part that results in any loss, damage, out of condition, or improper use of USDA commodities, and shall credit the SFA either monthly or through a fiscal year-end reconciliation.
6. The SFA and FSMC shall consult and agree on end products to be produced from USDA commodities during the time of this agreement. If an agreement cannot be reached, the FSMC shall utilize the commodities in the form furnished by USDA.
7. The SFA shall have processing contracts in place when a commercial facility processes or repackages USDA commodities. The FSMC shall pay all related processing costs. The SFA shall not be responsible for any costs associated with processing commodities. When processing the Indiana Master Contract must be used.
8. The FSMC cannot enter into subcontracts for further processing of USDA commodities.

9. The FSMC shall have records maintained and available to substantiate the receipt, use, storage, and inventory of USDA commodities. The FSMC must submit to the SFA monthly inventory reports showing all transactions for processed and non-processed commodities. Quarterly physical inventories of all donated commodities must be conducted by the FSMC and supervised by the SFA.
10. The FSMC shall be responsible for all delivery, transportation, storage, and warehousing costs associated with USDA commodities.
11. The bid rate per meal must be calculated as if no commodities were available.
12. The SFA shall retain control and title to all USDA commodities.

Purchases

1. The FSMC shall retain title of all purchased food and nonfood items.
2. The SFA shall submit to the FSMC food specifications to cover grade, purchase units, style, conditions, weight, ingredients, formulation, and delivery time.

Use of Facilities and Equipment

1. The SFA shall make available without any cost or charge to the FSMC the areas and premises agreeable to both parties in which the FSMC shall render its services.
2. The SFA reserves the right, at its sole discretion, to use its facilities to sell or dispense any food or beverage before or after the regularly scheduled lunch or breakfast periods provided such use does not interfere with the operation of the child nutrition programs.
3. The SFA shall return facilities and equipment to the FSMC in the same condition as received when the SFA uses the facilities for extra-curricular activities.
4. The FSMC shall not use the SFA's facilities to produce food, meals, or services for other organizations without the approval of the SFA.
5. The FSMC and the SFA shall inventory the equipment and supplies owned by the SFA at the beginning of the school year, including but not limited to flatware, trays, chinaware, glassware, and kitchen utensils.
6. The FSMC shall maintain the inventory of expendable equipment necessary for the food service and at the inventory level as specified by the SFA.
7. The SFA shall repair and service equipment except when damages result from the use of less-than-reasonable care by the employees of the FSMC.
8. The SFA shall furnish and install any equipment and make any structural changes needed to comply with federal, state, and local laws, ordinances, rules, and regulations.
9. The SFA shall be legally responsible for any losses, of USDA commodities, which may arise due to equipment malfunction or loss of electrical power not within the control of the FSMC.
10. The FSMC shall not remove food preparation and serving equipment owned by the SFA from the SFA's premises.

11. The FSMC shall provide a written notification to the SFA of any equipment belonging to the FSMC within ten days of its placement on SFA premises.
12. The SFA shall not be legally responsible for loss or damage to equipment owned by the FSMC and located on the SFA premises.
13. The SFA shall provide sanitary toilet facilities for the employees of the FSMC.
14. The SFA shall have access, with or without notice to the FSMC, to all the SFA's facilities used by the FSMC for purposes of inspection and audit.
15. The FSMC shall surrender to the SFA upon termination of the contract all equipment and furnishings in good repair and condition.
16. The SFA must give prior approval and have final authority for the purchase of the equipment used for storage, preparation, or delivery of school meals.
17. The SFA retains title to all property and equipment when placed in service. If the contract is terminated, the SFA can return the property to the FSMC for full release of the unpaid balance or continue to make payments in accordance with amortized schedules.

Sanitation

1. The FSMC shall place garbage and trash in containers as specified by the SFA and place them in designated areas.
2. The SFA shall remove all garbage and trash from the designated areas.
3. The FSMC shall clean the kitchen area including, but not limited to, sinks, counters, grease traps, tables, chairs, flatware, utensils, walls, floors, light fixtures, and window coverings.
4. The FSMC shall operate and care for all equipment and food service areas in a clean, safe, and healthy condition in accordance with standards acceptable to the SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities.
5. The SFA shall clean ducts and hoods above the filter line.
6. The SFA shall provide extermination services as needed.
7. The SFA shall clean the dining/cafeteria area, including tables and chairs, after the meal service.

Employees

1. The FSMC shall comply with all wage and hours of employment regulations of federal and state law.
2. The FSMC shall pay all FSMC employees in accordance with the Fair Labor Standards Act and any other applicable statutes.
3. The FSMC shall instruct its employees to abide by the policies, rules, and regulations, with respect to use of SFA premises, as established by the SFA and furnished in writing to the FSMC.

4. The FSMC shall provide the SFA with a list of its personnel policies.
5. The FSMC and SFA shall mutually agree upon staffing patterns.
6. The SFA shall submit to the FSMC a current schedule of employees, positions, assigned locations, hours of work, and wages (if applicable) in Exhibit C.
7. The FSMC ensures the employees' hours as listed in Exhibit C are not used for catering or special functions.
8. The SFA may request in writing the removal of an employee of the FSMC who violates health requirements or conducts himself/herself in a manner which is detrimental to the physical, mental, or moral well-being of students or staff.
9. In the event of the removal or suspension of any employee, the FSMC shall immediately restructure its staff without disruption in service.
10. All food service personnel assigned to each school shall be instructed on the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
11. The use of the student workers or students enrolled in vocational classes in the food service shall be mutually agreed upon.
12. The FSMC shall provide daily on-site supervisory personnel for the overall food service.
13. The FSMC shall conduct periodic training for all food service employees.

Revenue

1. The SFA shall receive all revenue from the food service.
2. The food service revenue shall be used only for the SFA nonprofit food service.
3. The food service revenue shall flow through the SFA chart of accounts.
4. All goods, services, or monies received as the result of any equipment or USDA commodity rebate shall be credited to the nonprofit food service account.
5. If reimbursement is denied as a direct result of the failure of the FSMC to comply with the provisions of this contract, the FSMC shall assume responsibility for the amount denied.

Designation of Program Expense

1. The FSMC guarantees to the SFA that the bid meal rate for each reimbursable school meal and a la carte equivalent shall include the expenses as designated under Column I. The FSMC shall be responsible for negotiating/paying all employee fringe benefits, employee expenses, and accrued vacation and sick pay for staff on their payroll.
2. The SFA shall pay those expenses as designated under Column II.

	<u>Column I</u>	<u>Column II</u>
LABOR		
Payroll, Managers, and/or Supervisors	_____	_____
Payroll, Full-, and Part-Time Workers	_____	_____
Payroll, Monitors	_____	_____
Ticket Sellers	_____	_____
Cashiers	_____	_____
Janitors	_____	_____
Drivers	_____	_____
EMPLOYEE BENEFITS/COSTS— TO BE PAID BY PARTY DESIGNATED AS EMPLOYER- MAY INCLUDE, BUT NOT LIMITED TO		
Life Insurance		
Medical/Dental Insurance		
Retirement Plans		
Social Security		
Vacation		
Sick Leave		
Holiday Pay		
Uniforms		
Tuition Reimbursement		
Labor Relations		
Unemployment Compensation		
Workers Compensation		
Processing and Payment of Payroll		
FOOD	_____	_____
OTHER EXPENSES		
Accounting		
Bank Charges	_____	_____
Data Processing	_____	_____
Recordkeeping	_____	_____
Processing and Payment of Invoices	_____	_____
Equipment—Major		
Original Purchase	_____	_____
Routine Maintenance	_____	_____
Major Repairs	_____	_____
Replacement	_____	_____
Equipment—Expendable (Trays, tableware, glassware, utensils)		
Original Purchase	_____	_____
Replacement	_____	_____
Cleaning/Janitorial Supplies	_____	_____

Insurance		
Liability Insurance	_____	_____
Insurance on Supplies/Inventory	_____	_____
Laundry and Linen	_____	_____
Office Materials	_____	_____
Paper/Disposable Supplies	_____	_____
Pest Control	_____	_____
Postage	_____	_____
Printing	_____	_____
Product Testing	_____	_____
Promotional Materials	_____	_____
Taxes and License	_____	_____
Telephone		
Local	_____	_____
Long Distance	_____	_____
Tickets/Tokens	_____	_____
Training	_____	_____
Transportation	_____	_____
Trash Removal		
From Kitchen	_____	_____
From School Premises	_____	_____
Travel		
Required	_____	_____
Requested	_____	_____
Utilities	_____	_____
Vehicles	_____	_____

Fees

1. The FSMC shall receive a bid meal rate for each reimbursable school breakfast served.
2. The FSMC shall receive a bid meal rate for each reimbursable school lunch and a la carte equivalent served.
3. The FSMC shall receive a management fee for each reimbursable school meal served.
4. The FSMC shall receive an annual fee for the management of the a la carte program based on a minimum \$_____ a la carte revenue. This management fee will be decreased the same percentage as any decrease in a la carte revenue below the specified minimum.
5. The FSMC shall receive a per-unit rate for each one-half pint of milk served in the Special Milk Program.
6. The SFA shall receive \$_____ for utilities and other expenses. This amount must be included in the bid meal rate.
7. The SFA shall pay the FSMC the bid meal rate and management fees within 30 days of submission of an invoice and for each monthly period of program operation.

8. The FSMC shall receive no payment for meals that are spoiled or unwholesome at time of delivery that do not meet the detailed specifications for each food component or menu item in accordance with 7 CFR 210 or that do not otherwise meet the requirements of the contract.
9. The FSMC and SFA shall determine a la carte meal equivalents by dividing a la carte revenue by the bid meal rate or by taking the sum of the Federal and State free reimbursement plus the value of USDA entitlement and bonus USDA commodities, whichever rate is higher. A la carte equivalents will be changed annually to reflect changes in the rates. .
10. The FSMC must subtract from the SFA's monthly bill the current market value of all USDA commodities used by the FSMC.
11. The FSMC must submit all costs incurred pertaining to the SFA food service within 30 days of the last day of each month or the final day of the program.
12. FSMC shall submit separate billing for special functions conducted outside of the nonprofit school food service account.
13. The bid meal rate for meals must be calculated as if no USDA commodities were available.

Licenses, Fees, and Taxes

1. The FSMC shall obtain and maintain all applicable licenses, permits, and health certification required by federal, state, and local law.
2. The FSMC shall have state or local health certification for any facility outside the SFA in which it proposes to prepare meals, and must maintain this health certification for the duration of the contract.

Terms and Termination

1. This contract is effective for a one-year period commencing _____ through _____, with options to renew yearly not to exceed four additional years.
2. This contract can be terminated by either the SFA or FSMC for cause with a 60-day notification.
3. Neither the FSMC nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract is delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or any other acts which could not have been prevented by the exercise of due diligence.
4. Renegotiation of the price charged to the SFA in subsequent years of the agreement must not exceed the "Consumer Price Index for Urban Consumers—Food Away from Home"—annualized rate for December of the current school year. Before price increases can be implemented, the FSMC shall document through cost analysis the need for such an increase. Individual per meal rates cannot exceed the Consumer Price Index Increase.

General

1. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA.
2. This contract constitutes the entire agreement between the SFA and the FSMC and may not be changed, extended orally, or altered by cause of conduct.
3. Payments on any claim shall not prevent the SFA from making claim for adjustment on any item found not to have been in accordance with the provisions of this contract.
4. It is further agreed between the SFA and FSMC that the clauses attached and designated are hereby in all respects made a part of this contract.
5. The FSMC shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7CFR Parts 15, 15a, and 15b; and FNS Instruction 113-6, "Civil Rights Compliance and Enforcement in the School Nutrition Programs"; and any additions or amendments.
6. If this contract is in excess of \$100,000, the SFA and FSMC shall comply with all applicable standards, orders, or regulations issued.
 - Section 306 of Clean Air Act (42 USC 1857[h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations
 - Certification regarding Lobbying Pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018)
 - Disclosure of lobbying activities pursuant to 31 USC 1352 (Appendix A: 7 CFR Part 3018)
7. The FSMC certifies they are in compliance with:
 - Energy Policy and Conservation Act (OMB Circular A-102, Attachments O, paragraph 14.j)
 - Provisions of the Contract Work Hours and Safety Standards Act involving food service workers whose duties are manual and physical in nature (OMB Circular No. A-102, Attachment O, paragraph 14.f)
 - Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and Department of Labor Regulations

Recordkeeping

1. The FSMC shall maintain such records as the SFA will need to meet monthly reporting responsibilities and will also report claim information to the SFA promptly at the end of each month.
2. The FSMC shall retain records for a period of three years plus the current year. If audit findings have not been resolved, the records shall be retained beyond the three-year period as long as required for the resolution of the issues raised by the audit. Such records must be available for a period of three years from the date of receipt of final payment under the contract, for the purpose of making audit, examination, excerpts, and transcriptions by representatives of the SFA, Indiana Department of Education, the Department of Agriculture, and the U.S. General Accounting Office at any reasonable time and place.
3. The FSMC shall submit daily meal counts to the SFA on a monthly basis.

Performance Security

(SFA to complete)

Insurance Requirements

(SFA to complete)

Bid Criteria Contractor Capability/Responsiveness Criteria

(SFA to complete)

BID-RIGGING CERTIFICATION

I, _____, a duly authorized agent of
(Agent)
_____ do hereby certify that
(Contractor)
neither _____ nor any individual presently
(Contractor)
affiliated with _____ has been barred from bidding
(Contractor)
on a public contract.

Authorized Agent

Contractor

INVITATION FOR BID AND CONTRACT
NONPROFIT SCHOOL FOOD SERVICE
BID SUMMARY

This document contains a bid solicitation for the furnishing of management services for the operation of the nonprofit food service programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and the school food authority (SFA).

The bidder shall not plead misunderstanding or deception because of such estimate of quantities, or of the character, location, or other conditions pertaining to the bid solicitation/contract.

PER MEAL PRICES MUST BE QUOTED AS IF NO USDA
COMMODITIES WILL BE RECEIVED

	Units	Rate	Total
1. Reimbursable Breakfasts	1. _____	1. _____	1. _____
2. Reimbursable Lunches*	2. _____	2. _____	2. _____
3. Reimbursable After-School Snacks	3. _____	3. _____	3. _____
4. Management Fee Per School Meal (breakfasts and lunches)	4. _____	4. _____	4. _____
5. A la Carte Equivalents Fee*	5. _____	5. _____	5. _____
6. A la Carte Management Fee	6. _____	6. _____	6. _____
7. Special Milk	7. _____	7. _____	7. _____

Total estimated amount of bid rates must be the same.* \$ _____

Name of Bidder

Street Address

City State Zip Code

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable current program regulations. This agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods.

Date Signature of Bidder Title

ACCEPTANCE OF CONTRACT

Agreement Number School Food Authority (SFA) _____

Date Signature of Authorized SFA Representative Title

Indiana Department of Education

**Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the United States Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

I. Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from

participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CRITERIA

INVITATION FOR BID AND CONTRACT

The criteria for awarding the bid must be included in the bid/solicitation. The bid must include all relevant factors necessary to determine if the bidder is responsible. It should establish the minimum standards a responsive bidder must meet. The bid must identify the means by which bidders can demonstrate compliance with those standards. The award must be made to the responsible bidder whose bid is responsive and lowest in price. The criteria should be designed for your specific needs. Following are some examples of additional items that may be included in the criteria:

- Experience with school food authorities
- Experience with nutritional requirements
- Experience in institutional food
- Performance history
- Years in business
- Financial stability
- Staffing provisions
- Staff training programs
- Marketing plan
- Taste tests
- On-site evaluations
- Customer recommendations

**FOOD SERVICE MANGEMENT COMPANY
BID CRITERIA ANALYSIS**

Responsiveness Criteria	<i>Bid 1</i>		<i>Bid 2</i>		Bid 3		<i>Bid 4</i>	
	<i>Pass</i>	<i>Fail</i>	<i>Pass</i>	<i>Fail</i>	<i>Pass</i>	<i>Fail</i>	<i>Pass</i>	<i>Fail</i>
ACCEPTED								
TOTAL BID AMOUNT								

Bid awarded to: _____